

## **EXHIBIT 6**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

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State of Oklahoma, et al.,	)	
	)	
	)	05-cv-329 GKF-SH
Plaintiffs,	)	
v.	)	<b><u>DECLARATION OF TREVOR STAHL</u></b>
	)	<b><u>IN SUPPORT OF DEFENDANTS' POST-</u></b>
Tyson Foods, Inc., et al.,	)	<b><u>TRIAL BRIEF</u></b>
	)	
Defendants.	)	
	)	

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Pursuant to 28 U.S.C. § 1746, I, TREVOR STAHL, declare as follows:

1. My name is Trevor Stahl and I am the President of Cargill Turkey Production, LLC. In this role I am responsible for overseeing all commercial aspects of Cargill's turkey business, including oversight of the team who manages our turkey growing operations. I have held various positions with various Cargill business entities since May 1992.

2. Cargill Turkey Production, LLC (CTP) will be terminating turkey processing operations at its facility in Springdale, Arkansas on or before August 1, 2025. A company-wide announcement to this effect was made on January 28, 2025. *See* Exhibit A.

3. The closure of the facility impacted approximately 1,065 production and Live Ag CTP employees. Many of the employees were offered opportunities to transfer to operations in other states.

4. The Springdale, Arkansas facility was CTP's only facility in the Illinois River Watershed and CTP has no plans to re-open the facility or add any facilities in the watershed.

5. Accordingly, CTP has terminated all contracts with its independent turkey growers who raised poultry for processing at the Springdale facility. This includes all growing operations that were contracted with CTP in the Illinois River Watershed.

6. The last turkey flock was processed from a contract grower in the Illinois River Watershed on July 23, 2023. As of that date, CTP will have no outstanding contractual obligations with any poultry growers in the IRW.

7. In letters dated January 28, 2025, CTP notified all poultry growers in the IRW with whom CTP had growing contracts that those contracts would be terminated as of the last flock process date identified for each grower.

8. An example of this communication to poultry growers in the IRW is attached as Exhibit B. The grower identity and confidential financial terms have been redacted.

9. Specifically, as of July 23, 2023, CTP will no longer own any birds placed with any growers in the IRW.

10. As of July 23, 2023, CTP will not place any birds with any growers in the IRW.

11. As of July 23, 2023, CTP will not provide any veterinary services for any birds in the IRW.

12. As of July 23, 2023, CTP will not pick up any birds from any growers in the IRW.

13. As of July 23, 2023, CTP will not inspect grow houses, supervise operations, or give advice or recommendations to growers in the IRW.

14. With the termination of these contracts, as of July 23, 2023, CTP no longer has any contractual right to enter the premises of any grower in the IRW.

15. As of July 23, 2023, CTP will not inspect any birds or related facilities in the IRW.

16. As of July 23, 2023, CTP will not determine what birds any grower in the IRW accepts or from whom.

17. As of July 23, 2023, CTP will not to be able to require that any grower in the IRW comply with state or federal regulations regarding the disposal of poultry or poultry litter.

18. The termination of these contracts also means that CTP has no leverage that might persuade any grower to take any particular action with respect to the application or disposal of poultry litter or the management of any land where poultry litter has previously been applied.

19. I declare under penalty of perjury that the foregoing is true and correct. Executed on July 28, 2025.

THIS CONCLUDES MY DECLARATION



Trevor Stahl

## Springdale Turkey Complex Update

**Date:** Jan. 28, 2025 4:30p CT

**Subject:** Changes to our Turkey Business and Operations

### PROTEIN-ALL ANNOUNCEMENT



***This message is being sent to all legacy Protein – North America employees. You may cascade internally as appropriate.***

After a thorough business analysis and careful consideration, we have decided to close our Springdale, Arkansas, turkey processing complex, effective August 1, 2025. We did not arrive at this decision easily; however, it is the right move to make for the future of our turkey business. We will shift much of Springdale's production to our California, Missouri and Dayton, Virginia turkey processing plants, creating efficiencies that better enable us to deliver high-quality turkey products at competitive prices.

Upon closure, 1,030 production and 35 Live Ag employees will be separated from Cargill. We have notified impacted employees, and our HR team will be spending more time with them in the coming week to ensure they feel supported. In addition to receiving a retention bonus, they will be eligible for severance and offered support and services to aid in job search and placement. The Springdale team has worked diligently to produce high-quality turkey products, and we are grateful for their efforts.

In total, 108 turkey growers in Arkansas and Missouri will also be impacted by this decision. We'll be working with them individually to determine next steps, and consistent with our Guiding Principles, Cargill will honor all contractual commitments it has with growers. Growers play a critical role in helping us deliver on our purpose, and we appreciate their dedication.

While this decision was made independent of Cargill's 2030 strategy, there is strong alignment to 2030 objectives. By streamlining our turkey operations, we are better positioning protein, and our broader Food – North America business, to win with our customers. We will continue to

**Exhibit A**

evaluate our operations and portfolio to ensure we are doing what is best for Cargill and for our customers.

If you receive any media inquiries, please direct them to Chuck Miller at [media@Cargill.com](mailto:media@Cargill.com).

Regards,

Gonzalo Petschen  
Group President, Food – North America

Misty High  
SVP & Managing Director, Value Added Protein,  
Food – North America



DELIVERED VIA FEDEX

January 28, 2025



Tahlequah, OK 74464

Re: Agreement and Notice of Termination of Turkey Management Agreement(s)

Dear [REDACTED]:

Cargill Meat Solutions Corporation has made the difficult decision to cease primary turkey processing operations at its facility in Springdale, Arkansas in calendar year 2025. Given this decision, Cargill Turkey Production, LLC will be winding down the supply of turkeys from the Springdale turkey growing complex.

We recognize that this is difficult to hear and understand that you may have questions regarding your farming operations. To help you with decisions going forward, we have prepared the attached agreement, which defines the important details to close out our relationship. A brief summary of the agreement is provided below for reference only, so please refer to the agreement for the final terms.

**Summary:** During the winding down period, we will continue to compensate you for the number of flocks delivered from your facilities. In addition, you will receive a payment based on the total number of years (including any partial years) remaining in your contract(s) as of the date your last flock processes, multiplied by your best recent year of compensation for growing turkeys. Stated another way, the payment is designed to provide substantial compensation for the remaining contract term without requiring you to grow turkeys after you have delivered your last flock.

This decision was not easy and was made upon careful consideration and a thorough business analysis. This is difficult for all of those we have close working relationships with – employees, farmers, and suppliers alike. At Cargill, we are proud to be part of nourishing the world and we are deeply grateful for your important contribution as well.

Please take some time to carefully review the attached agreement. We look forward to discussing the same with you.

Respectfully,

A handwritten signature in blue ink that reads "Jason Witt".

Jason Witt



**AGREEMENT AND NOTICE OF TERMINATION OF  
TURKEY MANAGEMENT AGREEMENT(S)**

Cargill Meat Solutions Corporation will be ceasing turkey processing operations at its facility in Springdale, Arkansas, which is anticipated to occur on or around August 1, 2025. Therefore, the purpose of this Agreement is to provide you with advanced written notification of termination of the turkey management agreement(s) listed in **Schedule I**, and to serve as a binding Agreement of the terms and conditions upon which Cargill Turkey Production, LLC (CTP) and you will wind down and conclusively resolve any and all obligations associated with the turkey management agreement(s).

**I. Flock Placements**

As Cargill Meat Solutions Corporation will be winding down its turkey processing operations at the Springdale, Arkansas processing plant prior to the respective turkey management agreement termination date, CTP will, at CTP's discretion, continue to place an additional number of flocks at your farm during calendar year 2025 to correspond with the demand of the processing plant. You will receive compensation for the transfer of such flocks in accordance with your turkey management agreement.

You must continue to perform all of your obligations under the turkey management agreement, including any obligation associated with the care for any flock of turkeys placed at your facilities. You will also remain bound to perform any obligation under the turkey management agreement which survives termination, including any obligation associated with environmental compliance.

**II. Additional Payment Calculation and Timing**

In addition to any compensation you may receive for flocks transferred to CTP, CTP will provide you with a payment (the "Contract Payment") calculated as follows:

The required two-year notice to terminate the contract has been given as of January 28, 2025.

*The number of number of days remaining through the turkey management agreement termination is calculated from the date that your last flock processes post the January 28, 2025, notice date (the "Last Flock Process Date"). Your contract end date minus the Last Flock Process Date / 365 will determine the number of years for which you will be compensated.*

*X*

*Your best historical annual, calendar-year compensation received under the turkey management agreement or prior agreements between CTP and you associated with the same facilities, excluding any compensation in 2024 and any compensation before 2021.*

*= Contract Payment*

The Contract Payment will be paid in installments with the first payment occurring two (2) weeks after the Last Flock Process Date and subsequent payments occurring annually thereafter on or about January 28<sup>th</sup> of each year until the turkey management agreement(s) termination date. The Contract Payment set forth





in Schedule I is an estimation based on when we expect your Last Flock Process Date to occur. After your last flock processes, a final Contract Payment calculation will be determined and communicated.

In summary, the Payment is calculated as the potential compensation you would have received, based on your best recent annual past performance, over the period from your Last Flock Process Date through the termination date for the turkey management agreement. **Schedule I** defines the estimated input data and the estimated Contract Payment for each turkey management agreement.

With the exception of compensation due for any flock transferred prior to the Last Flock Process Date, you and CTP agree that the Contract Payment accounts for any and all compensation through termination of the turkey management agreement(s) and any other CTP payment obligation arising under the turkey management agreement(s) or otherwise.

### **III. RELEASE AND TERMINATION**

Both parties mutually agree that the turkey management agreement(s) shall be terminated as of the Last Flock Process Date. YOU RELEASE AND FOREVER DISCHARGE CTP, ITS CORPORATE PARENT, AFFILIATES, SUBSIDIARIES, AND ALL OF ITS EMPLOYEES, OFFICERS AND REPRESENTATIVES FROM ANY AND ALL CLAIMS, ACTIONS, DEMANDS AND LOSSES WHICH YOU MAY HAVE, OF WHATEVER KIND OR CHARACTER, KNOWN OR UNKNOWN, AND WITHOUT LIMITING THE GENERALITY OF THE FORGOING, WHICH MAY ARISE OUT OF THE TURKEY MANAGEMENT AGREEMENT(S), OR THAT COULD HAVE BEEN CLAIMED UNDER OR BY VIRTUE OF THE TRANSACTIONS, OBLIGATIONS OR PERFORMANCE ASSOCIATED WITH THE TURKEY MANAGEMENT AGREEMENT(S), WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT, CONTRIBUTION, INDEMNITY, SUBROGATION OR OTHERWISE.

### **IV. Binding Agreement**

This Agreement supersedes any verbal or implied representations, and the Agreement may only be modified by a written agreement signed by both parties. In the event of a conflict between this Agreement and any turkey management agreement(s), this Agreement shall control. THIS AGREEMENT IS A BINDING AGREEMENT AND A RELEASE OF ALL OF YOUR CLAIMS. YOU WARRANT THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT.

Please confirm your agreement to the foregoing by signing this Agreement where indicated and returning the same to my attention.


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**Accepted and Agreed to by:**

<i>Cargill Turkey Production, LLC</i>	<div style="background-color: black; width: 100px; height: 1.2em; margin-bottom: 5px;"></div> By: _____
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<p>By:  Jason Witt, Vice President, Poultry Live Operations</p>	<p>Name: _____ Title (if entity): _____ Date: _____</p>
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**Schedule I  
Estimated Payment**

**Total Estimated Payment for all Agreements: \$** [REDACTED]

Agreement 1:

Grower Name: [REDACTED]

Farm Name: [REDACTED]

Estimated Last Flock Transfer Date: 5/14/2025

Number of Days Remaining Through Termination: 623

Best Historical Annual Compensation: [REDACTED]

Calculation: [REDACTED]

**Estimated Contract Payment: \$** [REDACTED] **to be paid out over the remaining term of the contract**